Deputy Chairperson
African Union Commission

20 Septembre 2016

Ref: DCP/NM/UN/2305.16

Excellency,

I have the honour to acknowledge your letter of 20 September 2016 in relation to our discussions regarding the enhancement of cooperation between the United Nations and the African Union through the development of the knowledge and expertise of our respective personnel, particularly in the areas of peacekeeping support.

I have the honour to inform you that the terms set out in your above-mentioned letter are acceptable and, together with this letter, shall constitute an Agreement between the African Union and the United Nations regarding the participation of African Union personnel in the United Nations Senior Mission Administration and Resource Training Programme.

Please accept, Excellency, the assurances of my highest consideration.

Erastus J.O. Mwencha

His Excellency Mr. Atul Khare
Under-Secretary-General for Field Support
United Nations, New York

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20 September 2016

Excellency,

I have the honour to propose the establishment of a pilot Knowledge and Expertise Exchange Programme between the United Nations and the African Union in the area of peacekeeping support (hereafter the "UN/AU KEEP Programme" or "Programme"). The object of the Programme is to enhance cooperation between our respective Organizations through the development of the knowledge and expertise of our respective personnel.

It is proposed that the first pilot UN/AU KEEP Programme shall be on the following terms and provisions:

1. The United Nations, represented by the Department of Field Support, and the African Union shall each nominate a maximum of two participants for each of the 2016 and 2017 calendar years to participate in the Programme for a maximum period of three months for each participant.

2. The nominees shall be personnel of the United Nations and the African Union, respectively, and shall meet the qualifications and experience requirements set forth in the Terms of Reference of the Programme, hereby attached. The parent organization of each nominee (hereafter Parent Organization") shall certify that the nominee is a staff member of the Parent Organization in good standing and that s/he has not been convicted of, nor prosecuted for, any criminal offence.

His Excellency
Mr. Erastus J.O. Mwencha
Deputy Chairperson
African Union Commission
Addis Ababa

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3. Upon acceptance of the nominees, the party hosting the Programme participants (hereafter the "Host Organization") shall issue an invitation to confirm the participation of each individual. The invitation shall include details of the recipient department/office within the Host Organization, the tasks assigned to the participant and the expected learning outcomes.

4. Participants in the Programme shall be assigned to relevant departments/offices directly engaged in peacekeeping support. The Host Organization shall identify and assign a mentor to support and provide advice to the participant(s) during the Programme period.

5. During the pilot phase the duty stations included in the Programme shall be United Nations Headquarters, New York and the African Union Headquarters in Addis Ababa. Consideration may be given to extending the Programme to other locations at a later stage.

6. Participants in the Programme shall remain in the employment of their respective Parent Organization during the Programme and shall continue to be administered by their Parent Organization in accordance with its established rules, regulations, policies and practices.

7. All benefits, entitlements, allowances and travel and subsistence costs shall be borne by the participant's Parent Organization in accordance with that Organization's established regulations and rules. The Parent Organization of each participant shall also be responsible for obtaining all necessary visas and for ensuring that participants are covered by appropriate medical and workmen's compensation insurance.

8. Participants in the Programme shall not undertake official travel on behalf of the Host Organization.

9. Participants in the Programme shall not perform any fiduciary function, hold delegations of authority or commit resources on behalf of the Host Organization. Participants shall also not represent the Host Organization in any official capacity and shall not perform supervisory functions.

10. Programme participants shall respect the impartiality and independence of the United Nations and the African Union, respectively, and shall not seek or accept any instructions relating to any activities performed pursuant to the Programme from any Government, or from any authority other than the Host Organization.

11. Unless otherwise authorized by the appropriate official in the Host Organization, Programme participants shall not communicate at any time to the media, to any Government, or to any other external party, any information that has become known to them by reason of their participation in the Programme, or that they know or ought to have known has not been made public. These

obligations shall continue to apply after the end of the Programme.

12. Programme participants shall provide the Host Organization with a copy of all materials prepared by them during the Programme. The United Nations and the African Union shall each be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material that relates to, or is made in consequence of, activities carried out under the Programme.

13. The United Nations has a zero tolerance policy for Sexual Exploitation and Abuse ("SEA"). The African Union agrees that all participants in the Programme shall adhere to the standards of conduct listed in section 3 of the ST/SGB/2003/13 "*special measures for protection from sexual exploitation and abuse*", copy attached hereto, and that failure to comply with such standards of conduct shall constitute grounds for immediate termination of any individual(s) participation in the Programme.

14. Upon receipt of an invitation letter from the Host Organization and prior to commencement of the Programme, each participant(s) shall provide a written undertaking to the Host Organization, in the form attached hereto.

15. The Parties shall each be responsible for any claims by their respective personnel for death, personal injury, loss, illness or damage to property arising out of or in connection with the implementation of the Programme, except to the extent that such death, injury, loss or damage is attributable to the gross negligence of the other party, or its personnel, employees, agents or contractors. The Parties shall each be responsible for third party claims arising from the acts or omissions of their respective personnel or agents.

16. The United Nations and the African Union shall each designate an official to act as the focal point for the Programme (hereafter the "United Nations Coordinator" and the "African Union Coordinator", respectively). The United Nations Coordinator and the African Union Coordinator shall be responsible for the oversight and coordination of all matters arising in connection with the Programme.

17. The Programme shall be established for an initial period covering two (2) calendar years from 1 October 2016 and ending on 30 September 2018 (hereafter the "Pilot Period"). At the end of the Pilot Period, the Programme shall be reviewed and the above-mentioned terms and provisions may be modified, supplemented or amended by written agreement between the United Nations and the African Union.

18. Nothing in or relating to this Exchange of Letters shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or of the African Union.

19. Any dispute, controversy or claim between the parties arising out of this

Exchange of Letters shall be settled by negotiation between the authorized representatives of the United Nations and the African Union.

I propose that upon receipt of your agreement in writing to the above, this letter and your confirmatory response shall constitute an Agreement between the United Nations and the African Union, which shall enter into force on the date of your response and shall remain in force for a period to 30 September 2018 unless sooner terminated by either party giving thirty (30) days notice in writing to the other.

Please accept, Excellency, the assurances of my highest consideration.

Atul Khare
Under-Secretary-General
for Field Support

United Nations - African Union Commission Staff Knowledge and Experience Exchange Programme (Pilot)

Terms of Reference

Introduction

1. The following sets out the terms of reference (TORs) for the 2016/17 Staff Knowledge and Experience Exchange Programme between the United Nations and the African Union in the area of peace operations support functions ("UN/AU KEEP Programme" or "Programme").

Purpose and Scope

2. The purpose of the UN/AU KEEP Programme is to enhance cooperation between the United Nations and the African Union in the area of peace operations support matters through the development of knowledge and expertise of their respective personnel.

3. The Programme shall be open to staff members of the United Nations and the African Union with responsibilities in the area of peace operations support.

Administration and Coordination

4. The United Nations and the African Union Commission shall each designate an official as the focal point for the Programme (hereafter referred to as the "UN Coordinator" and the "AUC Coordinator", respectively). The UN Coordinator and the AUC Coordinator shall be responsible for the oversight and coordination of all matters arising in connection with the Programme.

5. Unless otherwise notified in writing, the UN Coordinator shall be the Executive Officer of the United Nations Department of Field Support, or his/her delegate. The AUC Coordinator shall be Ms. Fatma Yusuf, Senior Talent Development and Succession Planning Officer.

Nomination and certification

6. The United Nations and the African Union Commission shall each nominate a maximum of two participants per year to participate in the Programme.

7. The Parent Organization of each nominee shall certify that the nominee is a staff member of the Parent Organization in good standing and that s/he has not been convicted of, nor prosecuted for any criminal offence.

Eligibility Criteria

8. Nominees to the Programme must meet the following eligibility criteria:

Both United Nations and African Union Commission nominees:

- Have a high need for knowledge and expertise provided by the Programme through the functions they are performing.
- Be of good standing within their respective Parent Organization and have not been convicted of, nor prosecuted for any criminal offence.
- Be expected to continue employment with their Parent Organization normally for a period of two years after the end of the Programme course.
- Have a documented good performance record.

United Nations nominees shall be:

- Existing United Nations staff members with fixed-term, continuing or permanent appointments, currently working in peace operations support positions at the P-4 – D-1 level and who possess at least three (3) years of experience in the United Nations;
- Have received an overall performance rating of "successfully meets performance expectations" or "exceeds performance expectations" in e-Performance for the last two performance periods.

African Union nominees shall be:

- Existing African Union staff members currently working in peace operations support positions who have at least seven (7)years of progressively relevant experience and who possess at least three (3) years of experience with the African Union.

- Staff members with an overall performance rating of "successfully meets performance expectations" or "exceeds performance expectations" for the last two performance periods.

Implementation

9. Upon acceptance of the nominees, the Host Organization shall issue an invitation to confirm the participation of each individual. The invitation letter shall include the following details:

i. Description of the recipient department/office in the Host Organization, reporting line(s) and other with specific details;
ii. Tasks assigned to the participant;
iii. Name and details of the mentor who has been selected to support and provide advice to the participant;
iv. Expected learning outcomes of the specific Programme with milestones, if required;

v. An undertaking for participants in the form attached.

10. Prior to commencement of the Programme, each participant shall provide a signed undertaking in the attached form to the Host Organization.

11. Participants in the Programme shall be assigned to relevant departments/offices in the Host Organization that are directly engaged in peacekeeping finance, logistics and/or administrative matters. The Host Organization shall identify and assign a mentor to support and provide advice to the participant(s) during the Programme period.

12. The duty stations included in the Programme shall be United Nations Headquarters, New York and the African Union Commission Headquarters in Addis Ababa.

Duration

13. The duration of the Programme shall not exceed a maximum period of three (3) months for each participant. Participants in the Programme are expected to be engaged on a full-time basis.

Responsibilities of the Programme Participants

14. Participants in the Programme shall:

a) Comply with all applicable rules, regulations, instructions, procedures, confidentiality and directives of the Host Organization, as well as of their Parent Organization when applicable;

b) Not undertake official travel on behalf of the Host Organization;

c) Shall not perform any fiduciary function, hold delegations of authority or commit resources on behalf of the Host Organization. Participants shall also not represent the Host Organization in any official capacity and shall not perform supervisory functions;

d) Respect the impartiality and independence of the United Nations and the African Union Commission, respectively, and shall not seek or accept any instructions relating to any activities performed pursuant to the Programme from any Government, or from any authority other than the Host Organization;

e) Unless otherwise authorized by the appropriate official in the Host Organization, Programme participants, not communicate at any time to the media, to any Government, or to any other external party, any information that has become known to them by reason of their participation in the Programme, or that they know or ought to have known has not been made public. These obligations shall continue to apply after the end of the Programme;

f) Provide the Host Organization with a copy of all materials prepared by them during the Programme. The United Nations and the African Union shall each be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material that relates to, or is made in consequence of,

activities carried out under the Programme.

g) Prepare an end of assignment Report on the knowledge and expertise gained, lessons learned and shared and any recommendations for distribution to both the United Nations and the African Union Commission.

Responsibilities of Host Organization offices and supervisors

15. The relevant departments/offices in the Host Organization to which Programme participants are assigned shall:

a) Seek to ensure that the Participants are involved in their assignments at the appropriate level of complexity and variety;

b) Prepare detailed descriptions of the assignments and expected learning outcomes;

c) Provide mentoring to the participants throughout the duration of the Programme;

d) Assist the Participant to optimize the learning and outcomes of the Programme;

e) Prepare a detailed evaluation of the Participants with specific reference to results versus expected learning outcomes.

Responsibilities of the United Nations and the African Union

16. Participants in the Programme shall remain in the employment of their respective Parent Organization during the Programme and shall continue to be administered by their Parent Organization in accordance with its established rules, regulations, policies and practices.

17. All benefits, entitlements, allowances, travel and subsistence costs shall be borne by the Participant's Parent Organization in accordance with that Organization's established regulations and rules. The Parent Organization of each Participant shall also be responsible for obtaining all necessary visas and for ensuring that Participants are covered by appropriate medical and workmen's compensation insurance.

18. The United Nations has a zero tolerance policy for Sexual Exploitation and Abuse ("SEA"). The African Union agrees that all participants in the Programme shall adhere to the standards of conduct listed in section 3 of the ST/SGB/2003/13 "*special measures for protection from sexual exploitation and abuse*", copy attached hereto, and that failure to comply with such standards of conduct shall constitute grounds for immediate termination of any individual(s) participation in the Programme.

Pilot Programme

19. The Programme shall be established, on a pilot basis, for an initial period of two (2) calendar years to 31 December 2017. At the end of the pilot period, the Programme shall be reviewed and may be modified, supplemented or amended by written agreement between the United Nations and the African Union Commission.

Undertaking and Declaration by participants in the pilot knowledge and expertise exchange programme between the United Nations and the African Union in the area of peacekeeping support (the "Programme")

I [**Name and Parent Organization**] make the following undertaking and declaration, which shall continue to apply for the duration of my participation in the Programme.

1. I acknowledge and agree that I shall:

(a) observe all applicable rules, regulations, instructions, and procedures of the [*United Nations*]/[*African Union*], as well as directions issued by its authorised representatives. To the extent that there is a potential conflict between any requirement of the [*United Nations*]/[*African Union*] and that of my Parent Organization, I shall immediately inform the United Nations Coordinator and the African Union Coordinator of the Programme of this in writing.

(b) comply with local laws and customs in the country in which the Programme is held, as well as in any transit country.

(c) refrain from any conduct that would adversely reflect on the United Nations or the African Union, and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations and the African Union, respectively.

(d) adhere to the United Nations policy for Sexual Exploitation and Abuse (SEA) and the standards of conduct referred to in ST/SGB/2003/13 "special measures for protection from sexual exploitation and abuse" a copy of which has been provided to me.

(e) respect the impartiality and independence of the United Nations and the African Union, respectively and shall not seek or accept any instructions relating to any activities performed in connection with the Programme from any Government, or any other party.

(f) respect the confidentiality of all aspects of the Programme and of the [*United Nations*]/[*African Union*], which undertaking shall continue after the conclusion of the Programme. In this regard, I shall not at any time communicate any information that has become known to me by reason of my participation in the Programme to the media, to any Government, or to any other external party.

(g) provide the [*United Nations*]/[*African Union*] with all originals and copies of documents and other materials received or produced during my participation in the Programme. In this regard, I acknowledge and agree that the [*United Nations*]/[*African Union*] is the owner of all property rights in all materials relating to, or made in consequence of, activities carried out under the Programme.

(h) within *1 month* of completion of the Programme prepare an end-of assignment report on the knowledge and expertise gained, lessons learned and shared, and any

recommendations regarding the Programme for distribution to both the United Nations and the African Union Commission.

2. I hereby confirm that I have never been charged with, or sanctioned for misconduct, including sexual exploitation and abuse and that I have never been convicted of, nor prosecuted for, any criminal offence.

I acknowledge that any failure to comply with the undertaking and declaration contained in this document may constitute grounds for immediate termination of my participation in the Programme, and may be grounds for administrative or disciplinary action.

Name	Title	Date	Signature
Name of supervisor	Title	Date	Signature